



**MINISTRY OF MINES AND ENERGY
PROCUREMENT MANAGEMENT UNIT (PMU)**

**SUPPLY OF MAINTENANCE SERVICES OF SIXTEEN (16) OFF-GRID
CONTAINERIZED PHOTOVOLTAIC (PV) SYSTEMS IN THE OMUSATI
REGION (9 SYSTEMS), KUNENE REGION (4 SYSTEMS), AND
OTJOZONDJUPA REGION (3 SYSTEMS) FOR A PERIOD OF TWO YEARS
FROM THE DATE OF CONTRACT APPROVAL**

Procurement Reference No.: **NCS/ONB/15-02/2017**

COMPANY NAME : _____

TOTAL BID PRICE : _____

CLOSING DATE AND TIME OF BID REQUEST:

DATE: Thursday, 12 April 2018

TIME: 15h00

DOCUMENTS TO BE DELIVERED AT:

**MINISTRY OF MINES AND ENERGY
PRIVATE BAG 13297
WINDHOEK
6 AVIATION ROAD
EROS AIRPORT ROAD**

**GROUND FLOOR
BLOCK F1
ROOM F1 005**

Email: Silkka.Nakamhela@mme.gov.na Victoria.Shiimi@mme.gov.na

Tel: + 264 61 284 8111/ 8188 / 8214

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Section I – Instructions to Bidders

Section I. Instructions to Bidders
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Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Ministry of Mines and Energy also referred to herein as the Employer invites bids for the provision of maintenance service contract of sixteen (16) off-grid containerized Photovoltaic (PV) systems in the Omusati region (9 systems), Kunene region (4 systems), and Otjozondjupa region (3 systems) for a period of a period of two (2) years from the date of contract approval as described in Section III- Scope of Service and Performance Specifications.
- 1.2 Throughout these bidding documents, the terms "in writing" means any typewritten or printed communication, including e-mail, and facsimile transmission, and "day" means calendar day. Singular also means plural.
- 2. Application for Review**
- 2.1 Unsatisfied bidders shall follow procedures prescribed in the Public Procurement Act, 2015 and its Regulations apply for review to the Review Panel in respect of award of procurement contracts.
- 2.2 Application for Review shall be addressed to
- The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia**
- 3. Corrupt or Fraudulent Practices**
- 3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.
- 3.2 Bidders, suppliers and public officials shall be aware of the provisions stated in the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU): www.mof.gov.na/procurement-policy-unit
- 3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purpose of this Sub-Clause:

(i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

4. Eligible Bidders

4.1 The Employer may, in the course of bids evaluation, require the submission of signed statements from the bidders, certifying eligibility, in the absence of other documentary evidence establishing eligibility.

Eligibility compliance may refer to the following:

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

- (a) Business registration, for which evidence may include the certificate of company registration;
 - (b) Tax status, for which documentation of tax registration and tax clearance are particularly relevant;
 - (c) Certifications by the Bidder of the absence of a debarment order and absence of conflict of interest; and
 - (d) Certification of status regarding conviction for any offence involving fraud, corruption or dishonesty.
- 4.2 Government-owned enterprises in the Republic of Namibia may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.3 A Service Provider that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.4 A list of Bidders who are disqualified or debarred from participating in public procurement in Namibia, is available on the website of the PPU: www.mof.gov.na/procurement-policy-unit
- 4.5 Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Employer, as the Employer shall reasonably request.
- 4.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or

- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

5. Qualification of the Bidder

- 5.1 Bidders shall include the information and documents listed hereunder with their bids. If, after opening of bids it is found that any document is missing the Employer may request the submission of that document subject to clause 27.1. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
 - (b) a written authorization in the form of a power of attorney accompanying the proposal or any other evidence demonstrating that the representative signing the bid has been duly authorized to commit the Bidder.
 - (c) total monetary value of PV systems installation and services performed for each of the last two (2) years;
 - (d) experience in services of a similar nature and of similar size as far as possible, in each of the last two (2) years, and details of services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;
 - (e) major items of resources, logistics support and strategies proposed to deploy for the execution of

this contract;

- (f) Qualifications and experiences of supervisory personnel proposed to ensure good performance of the service.
- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports, where applicable, or financial statements for the past two (2) years;
- (h) information regarding any litigation, current and during the last three (3) years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (i) Lists of contracts that have been terminated prior to their expiry dates in the last two (2) years and reasons for such occurrences.

5.2 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

(a) Tenderer must have a proven track-record of having successfully executed PV systems projects of a similar nature, covering aspects of the supply, delivery, installation, successful commissioning and maintenance services.

(b) The tenderer must have a minimum of three (3) years experience in the supply, delivery, installation and maintenance of solar PV systems.

(c) The tenderer must be registered with the National Technical Committee on Renewable Energy (NTCRE).

(d) The tenderer/companies must be 100% Namibian owned. The tenderer must attach the sharing holding certificate of the company; failure to attach the sharing holding certificate of the company will lead to the bid being disqualified.

(e) an undertaking from the Bidder that the salaries and wages to be paid to its personnel in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.

(f) A qualified and experienced supervisor with three (3) years experience in managing PV systems

installation and maintenance services.

A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

- 6. Cost of Bidding** 6.1 The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Employer will in no case be responsible or liable for those costs.
- 7. Site Visit/Pre-bid Meeting** 7.1 The Bidder, at his own responsibility and risk, is encouraged to visit and examine the sites and their surroundings where the services are required and obtain all information that may be necessary for preparing the bid and entering into a contract for the services. The costs of visiting the sites shall be at the Bidder's own expense.

B. Bidding Documents

- 8. Content of Bidding Documents** 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- | | |
|-------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Forms |
| Section III | Scope of Service and Performance Specifications |
| Section IV | Activity Schedule |
| Section V | General Conditions of Contract |
| Section VI | Schedules |
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections II and IV should be completed and returned with the bid in the number of copies specified in ITB Clause 18
- 9. Clarification of Bidding Documents** 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer at the address provided in the bid document.
- The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response

having any incidence in the preparation of bids will be forwarded to all those who received the bidding documents directly from the Employer, but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to those who obtain the bidding documents directly from the Employer. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend the deadline for submission of bids, as necessary in accordance with ITB Sub-Clause 20.2 hereunder.

C. Preparation of Bids

11. Language of Bid

- 11.1 All bids, proposals and contract documents relating to the bid shall be in "English".
- 11.2 Notwithstanding the above, documents in languages other than English may be accepted with translation.

12. Documents Comprising the Bid

- 12.1 The bid submitted by the Bidder shall comprise the Technical and Financial Proposals as detailed hereunder:
- (a) Qualification Information Form and Documents annexed to the Bid Submission Form in Section II;
 - (b) Documents listed in ITB Sub-Clause 5.1 and
 - (c) Proposal as required in ITB Sub-Clause 13.1
 - (d) Bid Submission Form (contained in Section II);
 - (e) Price Activity Schedule (Section IV);
 - (f) Bid Securing Declaration;
 - (g) following documentary evidence (required from Namibian bidders):
 - I. a valid original good standing Tax Certificate;
 - II. a valid original good standing social security certificate;
 - III. a valid certified copy of the Affirmative Action Compliance Certificate;

- IV. a certified copy of a certificate indicating SME Status (for Tenders reserved to SMEs);
 - V. Business Registration Certificate/Trade License;
 - VI. registration with the Procurement Policy Unit (for Tenders reserved to categories of bidders and goods);
 - VII. a sharing holding certificate of the company and supporting documents that proves 100% Namibia ownership.
- (h) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and.

13. Technical Proposal

13.1 The Bidder shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide a brief description of the Bidder's present activities. It should focus on services related to the Proposal.

The Bidder should comment on its experience in similar projects and identify the person(s) representing the Bidder in any future dealing with the Employer.

(b) Resource plan

This should fully explain the Bidder's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Bidder's current recruitment and training policy, capabilities/facilities and any plan for their expansion.

(c) Safety and Health Policy

The Bidder should produce its Safety and Health Policy and describe the arrangements made to fulfill its obligations to ensure compliance of the duty of the employer, as defined under the Occupational Safety and Health Act.

(d) Proposed Plan of Work

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed, and demonstrating how the proposed methodology meets or exceeds the requirements. The Bidder must submit a detailed staff management plan and maintenance plan, including the number of staff, their task, and timelines for performing maintenance service tasks as outlined in Section III. In addition to the above information, as a minimum, the Bidder must submit the following documentation:

- 1) Number of qualified maintenance staff (Male/Female) available, including their level of experience.
- 2) Confirmation that the Service Provider is able to supply workshop tools and all necessary means required to carry out the scope of work as describe in Section III.
- 3) Detailed staff work plans for maintenance work, including time that staff will spend performing the tasks listed in the Scope of Service and Performance Specifications (see Section III).
- 4) Information of how the Service Provider will manage the provision of replacement staff during sick leave and annual leave.
- 5) Leave entitlement for the staff and method of managing staff leave entitlements.
- 6) client reference list, including contact details, and
- 7) List of major recent contracts.

It is essential for the technical proposal to comprise detailed information on the requirements listed above. Non-submission of these information or submission of incomplete information could prove to be detrimental to the Bidder's proposal in the evaluation and marks allocation of its Technical Proposal.

14. Bid Prices

- 14.1 The Contract shall be for the services or part thereof, as described in Section III and based on priced activity schedules submitted by the Bidder.
- 14.2 Bidders shall fill in prices for the items of the services described in Section III and listed in the Section IV- Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the total bid price.
- 14.4 Prices shall be fixed and inclusive of all taxes, end-of –the

year bonus and gratuities as well as any increase that may be awarded by government during the contract period.

- 15. Contract Price**
- 15.1 The total amount contained in the Activity Schedule shall be brought forward in the Financial Bid Form as a lump sum in Namibian Dollars.
- 15.2 Bidders may be required by the Employer to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 5.2 (d).
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period of ninety (90) days after the closing date for submission of bids.
- 16.2 In exceptional circumstances, the Employer may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A Bidder may refuse the request without having the Bid Securing Declaration executed. A Bidder agreeing to the request will not be required or permitted to otherwise modify the bid.
- 17. Bid Securing Declaration**
- 17.1 The Bidder shall be aware of the content of the Bid Securing Declaration and shall subscribe to it by signing the Bid Submission Form.
- 17.2 If a Bid Securing Declaration is executed the bidder may be disqualified to be awarded a contract by any Public Entity for a period of time as determined by the Procurement Policy Unit.
- 18. Format and Signing of Bid**
- 18.1 The Bidder shall prepare one original set of the documents comprising the Technical and Financial Proposals as described in ITB Clause 12. In addition, the Bidder shall submit one copy of the Technical and Financial Proposals and one set of accompanying documents as listed in ITB Sub-Clause 5.1. In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to ITB Sub-Clauses 5.1(b). All pages of the bid, where entries or amendments have been made, shall be initialed by the person or persons signing the bid.

D. Submission of Bids

- 19. Sealing and**
- 19.1 The Bidder shall seal the original and all copies of the Bid

- Marking of Bids** in one envelope.
- 19.2 The envelope shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to:

The Procurement Management Unit Head
Ministry of Mines and Energy
Private Bag 13297
Windhoek
6 Aviation Road
 - (c) bear the name and identification number of the Contract as defined in the Invitation to bid; and
 - (d) provide a warning not to open before the specified time and date for Bid Opening as mentioned in ITB Clause 23.1.
- 19.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 20. Deadline for Submission of Bids**
- 20.1 Bids shall be delivered to the Employer at the address specified above not later than the date indicated on the bid document.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- 21. Late Bids**
- 21.1 Any bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.
- 22. Modification and Withdrawal of Bids**
- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.
- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal of a bid between the deadline for submission

of bids and the expiration of the period of bid validity specified in Clause 16.1 or as extended pursuant to ITB Sub-Clause 16.2 shall result in execution of the Bid Securing Declaration pursuant to ITB Clause 17.

- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause, or included in the original bid submission.

E. Bid Opening and Evaluation

- 23. Bid Opening-**
- 23.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the Bidders' representatives who choose to attend.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened.
- 23.3 The Bidders' names, the bid prices and the total amount of each bid, any discounts, bid modifications and withdrawals, the presence or absence of the subscription to Bid Securing Declaration in the Bid Submission Form, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at Bid Opening except for the late bids pursuant to ITB Clause 21; Bids and modifications sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 23.4 The Employer will prepare minutes of the Bid Opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.
- 24. Confidentiality**
- 24.1 Information relating to the examination, clarification, evaluation, comparison of bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions, may result in the rejection of his bid.
- 25. Clarification of Bids**
- 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask

any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 29.

25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the Bid Opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid:

- (a) meets the eligibility criteria defined in ITB Clause 4;
- (b) has been properly signed; and
- (c) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one:

- (a) which affects in any substantial way the scope, quality, or performance of the Services;
- (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Errors and

27.1 In the examination of substantially responsive bids, the

Omission

Public Entity shall distinguish between errors and omissions that are properly subject to correction and those that are not. A Bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in these bidding documents were not sufficiently clear. Provided that the error or omission in question is subject to correction –generally a situation arising in the context of issues relating to data, information of a factual or historical nature, or issues that do not affect the principle that bids should be substantially responsive, the Public Entity must permit the Bidder to promptly provide the missing information or correct the mistake. However, there are certain basic errors or omissions which, because of their nature are not subject to correction. Examples of these are failure to sign a bid or submit a guarantee. Furthermore, the Bidder may not be permitted to correct errors or omissions that alter the substance of an offer, constitute material deviation or reservation, or in any way improve it.

28. Comparison of Technical Proposal

28.1 Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Part II- Activity Schedule.

29. Correction of Errors

29.1 Bids determined to be substantially responsive shall be checked by the Public Entity for any arithmetic error. Errors shall be corrected by the Public Entity as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

29.2 The amount stated in the bid shall be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the

Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Securing Declaration exercised in accordance with ITB Sub-Clause 17.2.

30. Evaluation and Comparison of Financial Proposals

30.1 The Employer will evaluate and compare only those bids that have scored the minimum pass mark.

30.2 In evaluating the bids, the Employer will determine for each bid the evaluated bid price by adjusting the bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 33; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.

30.3 The prices shall be compared as per a marking system. The lowest financial proposal (F_m) will be given the maximum mark (S_m) allocated to financial proposals and the marks shall be computed as follows:

$$S = S_m \times F_m / F$$

Where F is the price of the proposal under consideration.

(Example : if the price quoted by the lowest bidder is N\$. 250 000 and the maximum marks allocated for the Financial Proposal is 30 marks, the lowest bidder gets 30 marks, and a bidder having quoted N\$. 300 000 gets (N\$ 250 000/ N\$ 300 000) x 30, that is, 25 marks and so on and so forth for the other bidders).

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest marks per **[site, zone or the whole lot]** provided that such Bidder has been determined to be:

(a) eligible in accordance with the provisions of ITB Clause 4, and

(b) qualified in accordance with the provisions of ITB Sub-Clause 5.2.

32. Employer's Right to

32.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any bid, and to cancel the

- Accept any Bid and to Reject any or all Bids** bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 33. Notification of Award and Signing of Agreement**
- 33.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal www.mof.gov.na/procurement-policy-unit and the Employer's website, the results of the Bidding Process.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 30 days of receipt of the Contract, the successful Bidder shall sign the Contract and return it to the Employer, together with the required Performance Security pursuant to Clause 34.
- 34. Performance Security**
- 34.1 Within 30 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount (usually 10 – 15% of the contract value) denominated in Namibian Dollars in the form of Bank guarantee as per the format in Section VI, and in accordance with the General conditions of Contract.
- 34.2 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1, shall constitute sufficient grounds for cancellation of the award and execution of the *Bid Securing Declaration/Bid Security*.
- 35. Debriefing**
- 35.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date

the unsuccessful bidders are informed about the award.

Section II – Bidding Forms

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Bid Submission Form

Date.....:

To:.....[name and address of Employer]

(a) Having examined the bidding documents [includingaddenda], we offer to execute the.....[name and identification number of Contract] in accordance with the Conditions of Contract, Scope of Service and Performance Specifications and the Activity Schedules accompanying this bid for the Contract Price of N\$......[Insert the total bid Price in words and figures, indicating the various amounts in Namibian Dollars only];

(b) This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

(c) We hereby confirm that this proposal complies with the bid validity required by the bidding documents.

(d) We have read and understood the content of the Bid Securing Declaration form contained in Section II and subscribe fully thereto. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.

(e) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

(f) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

[if none, state "none"]

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

[Company's seal / stamp]

Appendix to Bid Submission Form

Bid Security (Bank Guarantee)

..... [Bank's Name and Address of issuing Branch or Office]
.....

Date:[Day | month | year]

To: [Name and Address of Public Entity]
.....
.....

BID GUARANTEE No.:

We have been informed that[name of the Bidder]..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of[name of contract] under Invitation for Bids No.....[IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we[name of Bank]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures].....[.....amount in words.....] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should the bidder be the successful bidder; or**
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before[Public Entity to insert date].....

.....**[Bank's seal and authorized signature(s)]**
].....



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

Annex to Technical Proposal Form

Qualification Information

1. Individual Bidders

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
Principal place of business: *[insert]*
Power of attorney of signatory of bid or alternative acceptable evidence: *[attach]*
- 1.2 Total annual volume (amount in Namibian Dollars) of services performed in each of the last three years: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of services of a similar nature over the last three years. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Equipment and logistics proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.2(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.2(d)

and GCC Clause 4.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved.

Sections of the Services	Value of subcontract †	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

1.7 Financial reports for the last two years: balance sheets, profit and loss statements, auditors' reports, Financial Statements etc. List below and attach copies.

1.8 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.9 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.10 Statement of compliance with the requirements of ITB Sub-Clause 4.1.

2. Additional Requirements

2.1 Bidders should provide any additional information required in the ITB and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Part II – Activity Schedule

Section III – Scope of Service and Performance Specifications

A. Maintenance Services for Containerized Photovoltaic (PV) Systems Background

The Ministry of Mines and Energy has embarked upon the Off-Grid Electrification Program for government buildings. The program aims to electrify government intuitions located in remote, rural off-grid localities using a containerized solar photovoltaic (PV) concept. Proper maintenance especially the for battery banks, but also of all components in their entirety is essential, hence the need for periodic maintenance of these containerized systems. To date, the Ministry of Mines and Energy has sixteen (16) off-grid containerized PV systems that were installed between 2012 and 2015, nine (9) systems in the Omusati Region and four (4) in the Kunene Region and three (3) systems in the Otjozondjupa Region respectively.

The systems type in term of sizes and their locations are tabulated below:

System A = 2880Wp & 24V, 4560 Ah @ C100 battery bank nominal capacity

System B = 2880Wp & 24V, 3040 Ah @ C100 battery bank nominal capacity

System C = 25000Wp & 48V, 7560 Ah @ C120 battery bank nominal capacity

System D = 12000Wp & 48V, 2921 Ah @ C120 battery bank nominal capacity

System E = 6000Wp & 48V, 1908 Ah @ C120 battery bank nominal capacity

Village	Type of public institution(s)	System type
KUNENE REGION		
Otjetjekua	Primary school	A
Epupa	Primary school	A
Otjiu	Hostel	A
Otjiu	Primary school	A
OTJOZONDJUPA REGION		
Kukurushe	Primary school	E
M'kata	Primary school	D
Rooidag Hek	Primary School, Veterinary post, Police station and quarters.	C
OMUSATI REGION		
Utsathima	Combined School	A
Utsathima	Hostel	A
Utsathima	Veterinary houses	A
Okeeholongo	Primary School	A
Okatseidhi	Primary School	A
litapa	Primary School	B
Hiaukambe	Primary School	A
Hiaukambe	Hostel	B
Omaandi	Primary School	B

All system types A & B are equipped with;

- Polycrystalline IBC Polysol 240 Ds photovoltaic modules with a rated output power of 240Wp each,
- 2x 70A, 150VDC Victron energy charge controller with a maximum power point tracking (MPPT) feature,
- Hoppecke OPzS batteries, each battery cell is 2V and has a capacity of 1520 Ah,
- A Victron energy MultiPlus inverter charger with a capacity of 5000 VA, 24V, 120A,
- Systems in areas with better network coverage are being remotely monitored via Victron remote management system.

System type C is equipped with;

- Jinko 235P-60 poly crystalline photovoltaic modules with a rated output power of 235 Wp each,
- 48x Sunlight RES OPzS 3780 batteries, each battery cell is 2V and has a capacity of 3780 Ah,
- 5x SMA Sunny Boy grid inverter. each with a capacity of 4.6 kW AC output power, 230 V, 50 Hz,
- 3x SMA Sunny Island 8.0 H, each with a rated capacity of 6 kW AC output power,

System type E is equipped with;

- Jinko 235P-60 poly crystalline photovoltaic modules with a rated output power of 235 Wp each,
- 24x Sunlight RES OPzS 1905 batteries; each battery cell is 2V and has a capacity of 1908 Ah,
- 2x SMA Sunny Boy grid inverter, each with a capacity of 3000 W, 230 V, 50 Hz,
- 1x SMA Sunny Island 6.0 H, each with a rated capacity of 6 kW AC output power,

System type D is equipped with;

- Jinko 235P-60 poly crystalline photovoltaic modules with a rated output power of 235 Wp each,
- 24x Sunlight RES OPzS 2920 batteries, each battery cell is 2V and has a capacity of 2921 Ah,
- 3x SMA Sunny Boy grid inverter with a capacity of 4000 W, 230 V, 50 Hz,
- 2x SMA Sunny Island 6.0 H with each with a rated capacity of 6 kW AC output power,

All system types C, D & E are equipped with one SMA Sunny WebBox each, for remote monitoring and diagnosis, plus data storage.

1) Scope of Work

The scope of work shall comprise of the maintenance of all sixteen (16) off-grid containerized PV systems in all three (3) regions, for a period of two (2) years from the date of formal acceptance of the procurement contractor after approval. The

contractor will be required to do at least four (4) service trips in six (6) monthly intervals for a period of two years. One maintenance service trip is defined as a service trip to all the sixteen (16) systems. During each maintenance service trip, the contractor will be required to maintain the entire system and analyze the data of each system and write one all-inclusive report that details the status and performance of each and every system.

The maintenance of the sixteen (16) off-grid containerized photovoltaic (PV) systems shall include the following but not limited to:

- Cleaning the solar modules
- Measuring the performance of each PV string within the solar array
- Identifying and repairing of poor electrical connections
- Supply and delivering of distilled water per system
- Topping up of distilled water
- Measuring the specific gravity of the electrolyte of each battery cell
- Replacing light bulbs, light switches and plug points that are defective
- Replacing the wall mounted security spotlights that are defective
- Identifying and replacing earth leakage units that are defective
- Maintain and repair battery room louvres in case of damages
- Updating of software of all relevant components
- Ensuring that all components (solar modules, balance of system (BOS), etc.) of the systems are working and in good conditions.

It is for the Service Provider to determine its maintenance services strategy in terms of human resource and equipment to deploy during each services trip that are indicated by the Employer. Section VI- Schedules permits the Services provide to provide details of labour force, transportation, accommodation and others for information.

C. Performance Monitoring

1. Objective:

The Representatives of the Employer and the Service Provider upon request may be required to meet as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

3. Final Evaluation Report

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

Section IV – Activity Schedules

Componets and Activity price schedule

Description	Quantity	Labour rate	Material rate	Total rate	Total amount
240Wp solar module (IBC PolySol 240 DS)	0				Rate only
235 Wp Solar module (Jinko 235P-60)	0				Rate only
Hoppecke 10 OPzS 1520 Ah	0				Rate only
Sunlight RES OPzS 3780					Rate only
Sunlight RES OPzS 1905	0				Rate only
Sunlight RES OPzS 2920	0				Rate only
Victron charge controller MPPT 150/70	0				Rate only
Victron Multiplus inverter/charger 24V/5000VA/120A	0				Rate only
SMA Sunny Island 6.0 H	0				Rate only
SMA Sunny Island 8.0 H	0				Rate only
SMA Sunny Boy 5000TL	0				Rate only
SMA Sunny Boy 400TL	0				Rate only
SMA Sunny Boy 3000TL	0				Rate only
BMV battery monitor	0				Rate only
SMA Sunny WebBox	0				Rate only
Earth leakage unit 60A single pole	0				Rate only
Transport, four (4) service trips in six (6) monthly					

intervals for a period of two years)					
Labour					
Battery water for all the 16 systems					
36W single tube fitting	0				Rate only
9W bulkhead fitting	0				Rate only
18W LS118 security spotlight	0				Rate only
Daylight switch	0				Rate only
Accommodation					
Others (specify)					
A				Sub total	
B	This is 5% of sub total			5% Contingency	
C	$(A+B) * 15\%$			15% VAT	
	A+B+C			Total price	

The Contact Price shall be the Total inclusive of the VAT. This amount should be inserted in the Financial Bid. In cases where specific models of components are no longer available in the market, products of equal performance can be quoted .

Part III - CONTRACT

Section. Conditions of Contract

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Section V. Conditions of Contract

1. Commencement, Completion, Modification, and Termination of Contract

- 1.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or on such other date as may be stated in the letter of Acceptance.
- 1.2 Commencement of Services**
- 1.2.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general arrangements, order, timing for maintenance services trips, human resources and logistics. The Services shall be carried out in accordance with the approved Program as updated.
- 1.2.2 The Service Provider shall start carrying out the Services no later than thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the Letter of Acceptance**.
- 1.3 Intended Completion Date**
- 1.3.1 Unless terminated earlier pursuant to Sub-Clause 1.7, the Service Provider shall complete the activities two (2) years from the date of formal acceptance of the procurement contractor after approval.
- 1.4 Modification**
- 1.4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the service or of the Contract Price, may only be made by written agreement between the Parties.
- 1.5 Force Majeure**
- 1.5.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 1.5.2 The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the

occurrence of such an event.

1.6 Notices

1.6.1 Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party.

1.7 Termination

1.7.1 The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause :

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within a prescribed time or after being notified or within any further period as the Employer may have subsequently approved in writing;

(b) if the Service Provider becomes insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than seven (7) days; or

(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

(i) "corrupt practice"⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"⁶ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an

⁵ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution.

⁶ For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

obligation;

(iii) “collusive practice”⁷ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”⁸ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(e) if the maximum of the 10 % penalty has been exceeded as per clause 2.9.

1.7.2 Notwithstanding sub-clause 1.7.1, the Employer may terminate the Contract for convenience after giving thirty (30) days' written notice.

1.7.3 The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause:

(a) if the Employer fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 6 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the

⁷ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁸ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

Services for a period of not less than seven (7) days.

1.7.4 Upon termination of this Contract pursuant to Sub-Clauses 1.7.1, 1.7.2 or 1.7.3 the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 4 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a), (b) and (d) of Sub-Clause 1.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2. Obligations of the Service Provider

2.1 General

The Service Provider shall perform the Services in accordance with the Scope of Service and Performance Specification, the Activity Schedule, and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate human resources and logistics indicated in Appendix A to the Contract Form. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealing with subcontractors or third parties.

2.2 Confidentiality

The Service Provider, its subcontractors, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

2.3 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),

- (c) changing the Program of activities; and
- (d) any other action that may be specified in the handing over of site.

2.4 Assignment

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.

2.5 Indemnification

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's Liability and Workmen's Compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

2.6 Insurance and Liabilities to Third Parties

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the Employer's Liability and Workmen's Compensation insurance, the insurance policies under

this clause shall:

- (i) name the Employer as additional insured;
- (ii) include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;
- (iii) provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

2.7 Reporting Obligations

The Service Provider shall submit to the Employer, the reports and documents specified in Section III, and any other matter in the form and time specified therein or as otherwise agreed upon addressed to the contacts as specified in the document.

2.8 Tax and Duties

The Service Provider, subcontractors, and their personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the applicable law, the amount of which is deemed to have been included in the contract price.

2.9 Liquidated damages for non-performance

The Service Provider shall pay liquidated damages to the Employer for non-performance at twice the daily remuneration rate payable for each day that the services have not been provided on the site. The total amount of liquidated damages shall not exceed 10 % of the monthly remuneration for that service. The Employer may deduct the liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

2.10 Performance Security

The Service Provider shall provide the required Performance Security to the Employer not later than 30 days after the award of the contract. The Performance Security shall be issued in an amount and form indicated in the letter and by a bank operating in Namibia. The Performance Security shall be valid until a date 30 days after the Completion Date of the Contract.

3. Service Provider's Personnel

3.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement of the Service Provider's Key Personnel and maintenance service personnel for carrying out the Services are described in Appendix C.

The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

- 3.2 Removal and/or Replacement of Personnel**
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Employer finds that any of the personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
 - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of any personnel.

4. Payments to the Service Provider

- 4.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 4.5, the Contract Price may only be increased above the amounts stated in Sub-Clause 4.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 1.4 and 4.3.
- 4.2 Contract Price** Prices shall be fixed and inclusive of all taxes, end-of-the year bonus and gratuities as well as any increase that may be awarded by government during the contract period.
- 4.3 Terms and Conditions of Payment** Payments will be made to the Service Provider based on project deliverables.
- Any adjustment in respect of absences and liquidated damages for the current month shall be communicated to the

Service Provider to enable the latter to make the necessary adjustment in the subsequent invoices.

4.4 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (30) days after the due date stated, interest shall be paid to the Service Provider for each day of delay at the legal rate.

4.5 Price Adjustment

Prices **shall not** be adjusted for fluctuations in the cost of inputs.

4.6 Labour clause

4.6.1 (a) The rates of remuneration and other conditions of work of the employees of the Contractor shall not be less favorable than those established for work of the same character in the trade concerned-

- (i) by collective agreement applying to a substantial proportion of the workers and employers in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by any Remuneration Regulations applicable.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work which are not less favorable than the general level observed in the trade in which the contractor is engaged by employers whose general circumstances are similar.

4.6.2 No Contractor shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:

- (a) stating the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the Public Entity administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

4.6.3 Where the Chief Executive Officer of the Public Entity administering the contract is satisfied that remuneration

is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 4.3, he may, unless the remuneration is sooner paid by the Contractor, arrange for the payment of the remuneration out of the money payable under this contract.

- 4.6.4 Every Contractor shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

5. Quality Control

5.1 Identifying shortcomings

The principle and modalities of the monitoring of services by the Employer shall be explained at the handing over of sites. It shall be in line with the procedures defined in Section III- Scope of Service and Performance Specifications. The Service Provider shall be informed of all shortcomings. Such monitoring shall not in any way substitute or alleviate the Service Provider's contractual obligations towards providing a satisfactory service.

5.2 Attending to shortcomings

- (a) The Employer shall give notice to the Service Provider of any shortcoming.
- (b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Employer will consider such act as a lack of performance which could lead to the termination of part or the whole contract as a breach in the good performance of the contract.

6. Settlement of Disputes

6.1 Dispute Settlement

If a dispute between the parties arises in connection with performance of obligations under this Contract, either party shall serve a written notice of dispute providing adequate details of the nature of the dispute. Notwithstanding the existence of the dispute, all parties shall continue to perform their obligations under the Contract.

After receipt of the notice of dispute, the parties should use

their best endeavors to resolve the dispute or to agree methods of doing so. If after 30 days of the service of the notice of dispute there is no resolution of the dispute, it shall be referred to court for settlement under the laws of Namibia.

**6.2 Applicable
Law**

The Contract shall be implemented, interpreted, executed and enforced in accordance with the laws of Namibia.

[insert letter head of Employer]

2. Letter of Acceptance *(This letter serves as an example)*

[date]

To: **[name and address of the Service provider]**

This is to notify you that your bid dated **[date]** for execution of the **[name of the Contract and identification number, as given in the Special Conditions of Contract]** for the Contract Price of the equivalent of **[amount in numbers and words]** in Namibian Dollars, *as corrected and modified in accordance with the Instructions to Bidders*, is hereby accepted by **(insert name of Employer)**.

The contract shall be for an initial period of months effective as from for the following sites: **(insert list of sites, details of cleaners/attendants, working hours and rates)**

The contract is renewable after the initial period of**months**, at fixed rates, subject to your satisfactory performance.

We look forward to obtaining the Performance Security in the form of a Bank Guarantee as per the format enclosed herein for an amount of **N\$.....** and the enclosed contract duly signed within 30 days from your receipt of this Notification. The Performance Security shall remain valid until a date 30 days from the Completion Date of the Contract.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

You may also note that failure on your part to sign the contract and submission of the Performance Security in the prescribed time will constitute sufficient ground for the cancellation of the award and execution of your Bid Securing Declaration.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Service Provider: _____

Enclosure: Contract (in two originals)

[insert letter head of Employer]

3. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Public Entity] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the "Service Provider")].

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price (in Namibian Dollars) of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid;
- (c) the General Conditions of Contract;
- (d) the Scope of Service and Performance Specifications;
- (e) the Activity Schedule; and
- (f) the following Appendices: **[Note:** If any of these Appendices is not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

4. Performance Security (Bank Guarantee)

.....[Bank's Name and Address of Issuing Branch or Office].....

Beneficiary:[Name and Address of Public Entity].....

Date:.....

PERFORMANCE GUARANTEE No.:.....

We have been informed that[name of the Supplier]..... (hereinafter called "the Contractor") has entered into Contract No.....[reference number of the Contract]..... dated..... with you, for the execution of [name of Contract and brief description of goods](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we [name of Bank]hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures (amount in words)]..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than thirty (30) days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

.....**Seal of bank and Signature(s)**.....

5. Check list for Bid Submission

	List of documents	Please tick
(a)	Bid Form duly filled as per format in Section II;	
(b)	Qualification Information Form duly filled as per format in section II together with: <ul style="list-style-type: none"> (i) Copy of legal status of Bidder; (ii) Power of Attorney or other evidence certifying that the signatory of the bid may commit the bidder, where applicable; (iii) Balance sheets, profit and loss statements or Auditor's Reports or Financial Statements for the last three years; (iv) Statement of Compliance with the eligibility criteria as per ITB 4.1; (v) Undertaking of compliance for payment of salaries and wages as per ITB 5.2 (d) and (vi) Documents described in ITB 13.1 to enable technical evaluation to be carried as per the criteria mentioned in Section VI. 	
(c)	Priced Activity Schedule as per format contained in Section IV; and	

Bidders are cautioned that the above Check List is meant to assist them in submitting a bid which is complete but the onus is on them to read carefully the bidding documents and to ascertain that their bids contain all the necessary documents that have been requested in the bidding documents and that they have forwarded all the data and references needed to assess their merits as per the technical evaluation criteria.

Invitation for Bids (IFB)

Republic of Namibia

1. Bids are invited through Open National Bidding (ONB) procedures for **Procurement of maintenance service of sixteen (16) off-grid containerized photovoltaic (PV) systems in the Omusati region (9 systems), Kunene region (4 systems), and Otjozondjupa region (3 systems) for a period of two years from the date of contract approval**, and the invitation is open to all Namibian bidders.
2. Interested eligible bidders may obtain further information from **Ministry of Mines and Energy; Silkka N. Nakamhela (PMU Head); Silkka.Nakamhela@mme.gov.na** and inspect the Bidding Documents on the following web site: www.mme.gov.na/tenders-vacancies/
3. A margin of preference for certain goods manufactured domestically **shall not** be applied. Additional details are provided in the Bidding Documents.
4. Bids must be delivered to **Ministry of Mines and Energy Head Office Windhoek; Ground Floor; Block F1, Room F1 005 at or before 12 April 2018 at 15h00**. Electronic bidding will **not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at **Ministry of Mines and Energy Head Office Windhoek, 15h00; Auditorium, Ground Floor**. All bids must be accompanied by a **Bid-Security**.
5. The addresses referred to above are: **Ministry of Mines and Energy, Silkka N. Nakamhela; 6 Aviation Road (on the way to Eros Airport); Ground Floor; Block F1; Room F1 005; Windhoek; Namibia**